

FILED
JAMES BONINI
CLERK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO 08 FEB -1 PM 1:05
WESTERN DIVISION

SAINT TORRANCE
2766 W. NORTH BEND RD #2
CINCINNATI, OHIO 45239

CASE NO. **1:08 CV 0074**

JUDGE: **J. DLOTT**

vs.

J. BLACK

DECISION ONE MORTGAGE COMPANY LLC
3023 HSBC WAY
FORT MILL, SOUTH CAROLINA 29715

COMPLAINT WITH JURY
DEMAND

and

BROOKLINE HOME LOANS
2726 OBSERVATORY AVENUE
CINCINNATI, OHIO 45208

and

SAXON MORTGAGE SERVICES, INC
D/B/A MERITECH MORTGAGE
SERVICES, INC
4708 MERCANTILE DR NORTH
FT. WORTH, TEXAS 76137

and

FRANKLIN CREDIT MANAGEMENT
CORPORATION
101 HUDSON STREET, 25TH FLOOR
JERSEY CITY, NEW JERSEY 07302

COMPLAINT
WITH JURY DEMAND

Now comes Saint Torrance in the above caption case, a Disabled Veteran on a fixed income and has a mental condition. I am a residence of Cincinnati, Hamilton County, and presently have obtain a Mortgage from and these two companies which is attached as defendants in this Complaint. Jurisdiction and Venue are proper in this Court under Title 15 and Ohio Consumer Sales Practices Act and other Act. Defendants Decision One Mortgage and Brookline Home Loans, both do business in Ohio. Defendants Saxon Mortgage Services, Inc and Franklin Credit Management Corporation, doing business in Ohio.

1. Plaintiff applied for a loan with Brookline Home Loans and was approved to obtain a mortgage for a four family which is property located at 3182 Werk Rd, Cincinnati, Ohio 45211.

2. Plaintiff had obtain a Good Faith Estimate from Brookline Home Loans, which shows my payments, Interest Rates, starting off with nine hundred and sixty-nine (969.79) dollars as my monthly payments, and increasing to one thousand and eighty-nine thirty-seven cents (1,089.37) dollars, then interest rates starting at 9.444% then 9.1925%.(Exhibit #1)

3. Plaintiff Saint Torrance had closed on the loan on February 28, 2007, and was explained with the Good Faith Estimate my loan was going to be due on April 19, 2007. When I closed on this loan starting date for my payment was April 1, 2007. (Exhibit #2)

4. This loan which closed on February 28, 2007, and was transferred from Brookline Home Loans to Decision One Mortgage who was the main Lender/underwriter of approving this loan.

5. On Both Mortgage Loan Origination Disclosure Statement, the Good Faith Estimate and Decision One Mortgage Company (MLODS), shows monthly payments (60) months then (299) months of payments and then (1) month payments of (1,088.98) increased and also the Interest Rate of 9.1925% from Brookline Home Loans to 9.3395% from Decision One Mortgage. (Exhibit #3)

6. On this Mortgage, I have two Mortgages a first is \$131,200.00 and the second one is 32,800.00 with Decision One Mortgage there is prepayment penalty on my First Mortgage Payment on the Truth in Lending Statement but not on the Second loans of 32,800.00. (See Exhibit #4)

7. I informed Brian Chisom Loan Officer for Brookline Home Loans about the new law that was out pertaining to home loans and that new law of Ohio Home Buyers Protection Act and asked a lot of question pertaining to this loan, even about that prepayment which I did not understand full at the time but did let them know I was reading about it.

8. After continuing to read the law pertaining to this I uncovered that my loan should have not have a different payment of \$ 969.00 to \$984.00 monthly to 1101.03 later on in my loan which is a violation of law under the Ohio Home Buyers Protection Act and other Acts.

9. I had contacted Decision One Mortgage Company a letter dated March 14, 2007, and about this violation and asked to speak to there Legal Department but had gotten the run around about this situation of these payments were not right and had dressed a letter to either extend my payments until August for my first payment or I will take legal action, they had sent me a part of my loan about Prepayment Rider to Note and something about refinancing with them or someone else or insurance policy action had occur. See attached (Exhibit #5)(Letter to Decision One dated March 14, 2007 and their Letter to Saint Torrance dated: April 4, 2007).

10. On my loan with Decision One Mortgage Company, Inc (DOMCI), I notice a balloon payment, high interest rate, prepayment penalties, a fixed rate from doing a convention loan, and recently applied with Ace Mortgage on January 8, 2008, to obtain a refinance loan to drop my interest rate based on the falling interest rate and was told by Ace Mortgage, my loan officer that my mortgage was going up instead of down and Ace Mortgage will not be able to refinance my loan to receive a lower interest rate just like everyone else is doing to save money and have more money in your pocket for expense related to my four family building I own. My mothers loan, which just recent receive for our Probate matters, my mother had obtain a loan through Ace Mortgage at a seven (7.0%) (See Exhibit # 6), my loan does not look nothing like my mothers loan, we both are close in credit scores too. (See exhibit # 6).

11. My loan was sent and divided to these two companies Saxon Mortgage Services, Inc (SMSI) and Franklin Credit Management Corporation (FCMC), on June 1, 2007, the high end loan of \$131,000 to SMSI and the low end of \$32,000 to (FCMC). After being deny credit to refinance I had contacted SMSI to see can they refinance me and explained to them that this loan was a bad loan based on this balloon payment and see could they refinance me to lower interest rate and that when their refinance department explain to me about a "Interest Only" loan that I had signed for and sent me a copy of this too. I was very upset and got kind of sick, light headed and very frustrated with this loan and the Mortgage companies and there lying all the time what is going on out here. (See Exhibit #7, Interest Only loan).

12. I recent faxed letter and copy of my loans to the Attorney General (see exhibit #8) about my loan and now I come before this court on a cause of action against all of these Mortgage Companies and loan Officers, Brookline Home Loans had told me about a Interest Only loan and told me I could not apply for this loan after explaining to me that it would not benefit me in refinancing this property after a year, so they gave a me a loan as to what I request to refinance after one year and drop the interest payments to lower payment and a better interest rate, to prove myself to the lender I can maintain my mortgage on time for one year. Brookline Home Loans also explain too me about this "Interest Only" loan more n detail be explaining to me this is what happen you would have to pay on this loan interest only for about 3, 5 years and then reapply and you would be in the negative, to receive a refinance loan from any lender. During my closing, I had sign some paper which might had been a bait and switch, after realizing that might have been when my loan was switch to a "Interest Only" loan.

13. Saxon and Franklin Credit is the current holder of these loans, which was bought by these two companies to profit from and to service these loans. Both company have in common is that neither one of these company notice these balloon payments, high interest rate, prepayment penalties, a fixed loan rate which is a conventional loan, but Saxon, did notice something about the loan which was it was a "Interest Only" loan after have I called them to see can I refinance my loan through them.

14. These mortgage company have very well expertise working for them with degrees with advance training with mortgages, that explain that did not one of these mortgage caught this loan being like it is with all this expertise, or already knew about it and did nothing to corrected before giving this loan and transferring this loan. I recently came across the Law explain my options to either recession of this loan or seek damages.

COUNT ONE

CONSUMER SALE PRACTICE ACT

PREDATORY LENDING

OHIO REVISED CODES: 1322, 1345, 1349

10. Plaintiff incorporates and realleges each every prior and succeeding allegation in this Complaint.

11. Brookline Home Loans (BHL) and Decision One Mortgage (DOM) both had violated this new Ohio Home Buyers Protection Act, Ohio Revised Code Act by placing a balloon payments on the Mortgage Loan Origination Disclosure Statement which is Truth in Lending Statement, which has monthly payments at \$969.79 from (BHL) of (60) months then \$1089.37 for (299) months of payments and then a (1,088.98) (1) time at the end of the loan. (See Exhibit #). At closing my loan was \$984 with a pay increase to \$ \$1,101.03 with a interest rate of 9.33% which is different from my Truth-In-Lending quote, notice this really after try to apply for a refinance loan with Ace Mortgage and Saxon Mortgage Services, Inc., then reading the law and watching the news made me very angry and disappointed in your system of government.

12. Both Defendant causing me mental pain and causing my medication to increase because of this loan not being right after reading about this Ohio Home Buyers Protection Act and reading more in deeper into law and trying to understand it.

13. Both Defendant were aware of this new Law because there are law requiring license now for this particular service to customers because of the recent foreclosures occurring here in Ohio.

14. This loan was like a Fixed rate/adjustable rate to a high interest loan to a balloon payment, to a conventional loan, to a Interest Only now that really outrageous to even be in business with this kind of truth in the words of Truth-In-Lending.

15. Defendants intentional knew the new law and disregarded as if it did not exist and had a balloon on my (MLODS), related to my Brookline Home Loans (Good Faith Estimate) and Decision One Mortgage (Truth in Lending Statement).

COUNT TWO

TRUTH IN LENDING ACT

TITLE 15 U.S.C. CHAPTER 41

16. Plaintiff incorporates and realleges each and every prior and succeeding allegations in this Complaint.

17. Both Defendant demonstrated Fraud of a Protected Class under also American with Disabilities Act of 1990, disrespect for Saint Torrance related to this new law for Ohio Home Buyers Protection Act and Consumer Sales Practice Act and Title 15 for Equal Credit Opportunity Act and Credit Protection Act. These Defendants showed both a Mortgage Loan Disclosure Statement and a Truth in Lending States to Saint Torrance with no respect for the new law that out and on my statement you can see this balloon payments and the new law related to that no monthly payments can go over 5% as to my payments. In these (MLODS) you see it with both Defendants on these statements.

17. Saint Torrance is suffering from Defendants lying, cheating, not telling the true and misrepresentation of these loans which I had questioned them about it but did not understand the law yet.

18. For Defendants disregard for the new law that out for Protection of Home Buyers Act had caused Saint Torrance the Plaintiff in this matter great emotional distress, sickness and a increase in my medication and not trusting no one any more, aggravating my condition. Infliction of tremendous distress where I can not refinance to get out of this loan to feel like a regular citizen doing my part and not out there doing criminal deeds.

COUNT THREE

AMERICAN WITH DISABILITIES ACT

19. Plaintiff incorporates and realleges each and every prior and succeeding allegation in this Complaint.

20. I have been a Disabled Veteran ever since 1989, under a doctor care and people still using me running over me and nothing has been done about it. Both Defendant demonstrate regardless of no disability or without one, Corporations still can abuse any one based on livelihood being take care of which referring to people depending on there jobs to care of them.

21. Both defendant know I was with a protected class and used me and caused me emotional distress and pain, increase in medications with my doctor and law still have step up to protect us protected class or is it just me alone in this world and no one else has not been violated and still nothing accomplished with this law.

COUNT FOUR

TRUTH-IN-LENDING ACT, FRAUD, CONVERSION,

MISREPRESENTATION, FIDUCIARY DUTY

22. These Defendants demonstrated messed up Truth-In-lending by showing two different loan which one was a estimate and the other was the actual loan.

23. These Defendant also demonstrated not respect for a disabled veteran by tricking me in to this loan with out no benefit to the consumer Saint Torrance by telling me about this Interest Only Loan and having a conventional fixed rate loan, but had also a adjustable rate loan inside of my loan and other incorrect items like high interest rate, without a chance to refinance where Brookline Home Loans explained to me about this Interest Only and told me that not a good loan for me but still have it with my loan which was switch and then bait me at closing on February 28, 2007.

24. These companies dis not represented the Plaintiff in this Complaint properly they also showed no remorse to a disabled veteran from the Army either. Saxon and Franklin Credit also show no expertise with all this knowledge of world degree of training and smartness to actual see this loan was messed up and should been have be taken care of if these two companies are doing business with Decision One or another lenders with this kind of status for credit tot he consumer.

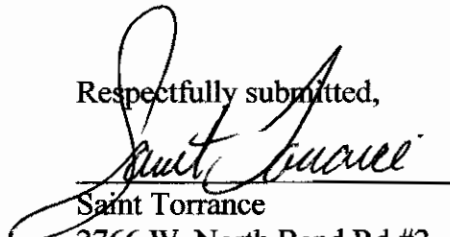
25. Defendants name in this Complaint had a responsibility to each other and to ST. Torrance to provide a great loan, safety, benefits, future goals of St. Torrance becoming a Investor or what ever else that the world hold for any citizen under the law to accomplish in their life. The government allowed these lender and loan officers to be like a Fiduciary (Officer) Duty to make sure this does not happen but still occurring around this America.

PRAYER FOR RELIEF

22. Plaintiff ask the court for Actual, declaratory, civil, injunction relief
23. Compensatory damages for each count and defendant in the amount \$100,000.00.
24. Punitive damages for each count and defendant in the amount of 1,000,000.00.

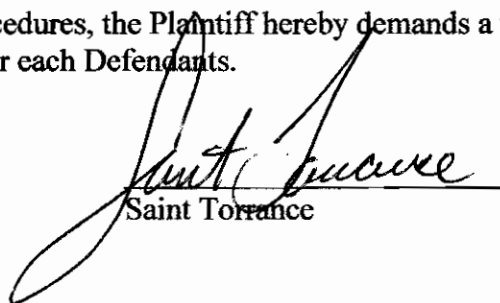
And for cost, fees, and for such further relief as the court deem proper.

Respectfully submitted,


Saint Torrance
2766 W. North Bend Rd #2
Cincinnati, Ohio 45239
(513) 541-8522

JURY DEMAND

Pursuant to the Federal Rules of Civil Procedures, the Plaintiff hereby demands a trial by jury of my peers of (12) and with separate trials for each Defendants.


Saint Torrance